

United States Of America
Office of Administrative Law Judges
Honorable Judge Andrew Gollin

In the matter of:)	
	)	09-CB-214166
Truck Drivers, Chauffeurs and)	
Helpers Local 100, Affiliated with the	)	Charge of Discrimination and Retaliation
International Brotherhood of	)	Against former Teamsters Local 100
Teamsters (Wicked Films, LLC)	)	Secretary-Treasurer Sam Bucalo.
Respondent)	
	)	Union Leaders refused to refer Bucalo for
and	)	Movie Hiring Hall list work Opportunities.
)	
Samuel J. Bucalo)	
Charging Party	)	Union Leaders Blacklisted Bucalo
	)	Denying him Work Opportunities-Income.
)	
	)	<u>Post Trial Brief</u>
	)	<u>Charging Party</u>

September 5, 2018

Post Trial Brief on Behalf of the Charging Party

Complaint

This is the post trial brief provided by the charging party, Mr Sam Bucalo regarding the charges filed and the trial held on July 30th and 31st, 2018 at the NLRB court room in Cincinnati, Ohio.

The Charging Party is Samuel J Bucalo. Bucalo has been a Teamster since March 1, 1979. (39+ years) Bucalo worked for United parcel Service for 32 years, starting as a part time warehouse worker, then progressing to a Package car driver, combination driver-car washer and finally to a tractor trailer driver.

When Bucalo was elected as the Secretary Treasurer at Teamsters Local 100, Bucalo opted to take the early retirement package at UPS. In 2008 UPS had paid the withdrawal liability pulling 44,000 UPS workers out of the central States [pension plan and placed them into the newly formed IBT UPS pension plan. Under the new plan negotiated by UPS and the Teamsters, UPS

workers were permitted to take early retirement and continue to work at any other employer with out restrictions.¹ Bucalo was permitted to work at the Union while collecting a reduced pension from UPS. Bucalo was the first union officer to utilize this early retirement option, but since that time, many Union officers have opted to take an early UPS pension.

Currently at least three other officers at Local 100 are working at the Union hall and taking an early UPS pension. Those would be Mr. Ron Butts, Mr. Mike Lane and Mr. Gary Abraham. As retired UPS workers, those three continue to enjoy every right of a Teamster member.²

Bucalo has nearly 40 years as a Union Reformer. He served as a union steward at UPS for about 25 years. He ran as an independent for Union President in 2004. Ran again for Union President on the Time for Change Slate in 2007. He was not successful in either of those first two elections. In 2010 he ran for Secretary Treasurer and won the position on the Teamsters First Slate garnering the highest vote total of any candidate for a full time position in that election. In 2011 he was elected as a delegate to the IBT National convention. And, in 2016 he was re-elected as Secretary-Treasurer.

As Secretary-Treasurer, Bucalo was a reformer strictly enforcing the spending limits and fighting wasteful spending by officers and agents. His position on wasteful spending resulted in many arguments and placed Bucalo at odds with most of the elected officials. During one exchange when Mr Butts (then the vice President) had spent nearly \$200 on one dinner, Butts told Bucalo that while he was in office prior to 2010, what happened in the Union hall stayed in the Union hall". Bucalo had reported to the membership how Butts was wasting their union Funds.³

The attacks against Bucalo started in December 2013 shortly after he had been re-elected. With the assistance of the Union's attorneys, a series of frivolous charges were filed against Bucalo. The internal process is fraught with corruption and political spite. So while Bucalo attempted to continue to do his job, he was forced to defend himself and his integrity against the onslaught of charges.

Even while Bucalo was the elected Secretary Treasurer, there was a great deal of animus by the current officials against Bucalo, they filed a number of frivolous internal union charges against Bucalo and then printed those charges in their little "official newsletter" which they mailed to

¹ During the trial, the GC submitted a number of emails and appeals that Bucalo had submitted to the GC and the IBT related to the 14 ULP charges that he had filed since May 2017, related to the Union's discrimination and retaliation against him. Bucalo had been blacklisted from any union work prior to those charges being processed. Included in those Jenks documents should be copies of the IBY UPS plan document which was provided to the NLRB investigator. The Plan Document outlines the no re-employment restrictions policy for those that opt into the early retirement. The Jenks documents were not shared with the Charging party nor has he been provided copies of those documents since the hearing. This post is based upon the emails, documents and appeals Bucalo filed with the GC.

² Webster testified that Butts, Lane and Abraham have each retired from UPS while continuing to work at the Union without penalty or restrictions.

³ A copy of the Teamsters Newsletter was introduced by the GC into the record. one of the articles in the document clearly identifies Butts as wasting Union funds. This issue of the newsletter was part of the 2016 election, therefore there are several articles that are critical of Webster and Butts in this article.

every member in the union. They referred to Bucalo as an embezzler in their newsletter that they used Union funds to print and mail.⁴

In January 2016, coinciding with the death of Bucalo's mother, Webster removed Bucalo from UPS and promoted part time trustee David Couch to Business Agent assigning him as the Agent for UPS. This scheme was developed by Webster while Bucalo attended to his dying mother who laid in hospice for about 2 weeks.

Later in 2016, Webster removed Bucalo from the political action fund and had the locks on the filing cabinets changed to lock Bucalo out of the financial files and correspondence files. Webster had a security specialist break into Bucalo's office and locate a hidden camera that Bucalo had installed to protect himself against theft. Webster had them disable the camera and install key stroke software on Bucalo's computer.⁴

In defense of these attacks against him, Bucalo filed ULP charges against Webster as his employer. On January 1, 2017, after Webster had beaten Bucalo in the 2016 election, Webster posted a message smearing Bucalo on the Teamsters United Slate facebook page. In the message he tells the membership that Bucalo wasted more Union money than any other person ever, citing the cost of attorney fees to defend the charges (ULP) he had filed.⁵ Bucalo is proud that as Secretary Treasurer that due to his efforts, that he was able to save the Union about \$1.2 Million over the six years in office. That was done by cutting expenses, prohibiting the use of Union funds to purchase alcohol and by renegotiating insurance contracts, lease agreements for office equipment, and HVAC maintenance.

Webster testified that the increases in funding were only due to the rising membership in the local.⁶ Although that is another example of his animus toward Bucalo. In 20010, when Union funds bottomed out at \$124,000, the Union had more than 4,900 members. Bucalo took office in January 2011. Membership was at that time 4,800 members, after YRC re-organize, Nash Finch went out of business and Cummins Bridgeway de-certified, out members dropped to about 4500. By, 2013, we were floating about 4,400 members. But, due to cost cutting, we were able to save Union funds and restore the Union to financial health. The records of union membership are posted on the disclaimer forms submitted to the OLMS.

There is clearly animus between the Union and the Charging party. And, the current leadership is retaliating and discriminating against Bucalo because of that animus.

The official newsletter was placed in the record by the GC. The key item addressed in direct regarding this article was that Webster and the newsletter's writer David Hibbard had been found guilty of using Union funds for a campaign purpose by the IBT Election Supervisor and had to print a notice of that fact.

⁴ Also in the Newsletter

⁵ Although Bucalo had also filed election charges against Webster for continuing to use union funds and resource to aid in his campaign, Webster did not deny that this facebook message was specifically about the ULP charges filed in 2016 against him for locking Bucalo out of files and removing him as treasure of the PAC fund. If this action and his refusal to refer Bucalo for Union work or his refusal to place Bucalo on the referral list is retaliation for filing ULP charges that is a clear 8(a)4 violation. This was placed in the record by the GC.

⁶ Webster testimony.

These Charges Summarized

The charge alleges that the Union, Teamsters Local 100, which operates a hiring hall referral for movies filmed in the Greater Cincinnati area, retaliated and discriminated against Bucalo when they refused to allow him to work on the movie titles Extremely Vile, Evil and Wicked (referred to henceforth as "wicked") during January, February and March of 2018.

The complaint alleges that Bucalo was required to submit a resume and additional information that other drivers were not required to submit and then that despite being requested by the Movie as the set driver, the Union refused to comply with that request and refused to offer Bucalo work opportunity.

Further the complaint alleges that the Union discriminated against Bucalo by arbitrarily placing him on a second tier of the hiring hall list.

The complaint alleges that the Union did these things in retaliation for Bucalo's concerted and protected union activities, which is demonstrated by his long history as a union reformer.

The complaint also alleges that the Union is denying Bucalo membership and membership rights in their corrupt efforts to deny him opportunity to run for union office and hold union office. Bucalo is the former elected Local 100 Secretary-Treasurer.

Union Response

The Union admits that they operate an exclusive hiring hall for the referral of drivers for movies filmed in the greater Cincinnati area.

The Union admits that they required Bucalo to submit a Resume and did not require any other workers to do so.

The Union's defense to requiring Bucalo to submit additional information is that they were in the process of developing a new set of rules to comply with a settlement between the Union and General Counsel to resolve two of the other complaints filed by Bucalo requiring the Union's refusal to place Bucalo on the list in 2017, the Union's refusal to post the written hiring hall rules, the Union's refusal to post the list of persons on the referral list and the Union continued retaliation against Bucalo. That settlement to Complaint 09-CB-199111, is under appeal to the General Counsel and has not been approved as of this date.

The Union admits that they received the request for Bucalo to work as the Set driver as he had on Donnybrook movie. The Union's response to refusing to refer Bucalo, despite his being requested is that is not part of their referral procedure. In addition, the Union responded in the position statement provided to the Board that, Bucalo had engaged in pestering, pressuring and coercing the Set Lead Person (Leyna Haller) into requesting him.

First, as a common practice, the Teamsters allow for and comply with these types of requests. It is a provision included in the regional collective bargaining agreement, which is negotiated by

the IBT Movie Division, which is hosted in Local 399 in Los Angeles California. In the Local 399 agreement there is even stronger language to allow for producer and crew requests and it is a well known practice that the Teamster always try to comply with those requests. This request language is included in the contract signed by President Dave Webster for the wicked film project.⁷

Even the new policy written and placed into effect in July 2018, contains language that states the Union will comply with requests for specific drivers. It does not limit it to active workers, or to unemployed workers. There is no limitation in the new policy.⁸

And, as Ms. Haller testified, Bucalo never pressured her in anyway to request him as the set driver. In fact, they had no contact, by phone, by text or in person since the end of the Donnybrook movie on November 22, 2017, through until the start of the wicked project on January 2, 2018. The Union's reference that that Bucalo had pressured Haller, is totally false and therefore their basis for denying Bucalo work opportunity is for some other discriminatory reason. The reason is that Bucalo is a union reformer and a would be opponent in the next local election, if he works in the wicked movie, he will maintain eligibility to run for office against the current leadership.

In addition, the Union's defense is that Bucalo retired from UPS in 2011, while he was the elected Secretary-Treasurer. As a retiree, they have established (written rules in July 2018) that they have a two tiered referral system that places retired workers on a secondary list. However, there is no evidence that this policy was ever part of a written policy prior to July 2018, nor is there evidence to show that other than Bucalo, that the Union has ever applied this rule any rules in any consistent manner.

In fact, between the time Bucalo asked to added to the movie hiring hall list on December 30, 2016, and the wicked movie project, Local 100 has hosted and referred drivers for five (5) movie projects. In four of those projects the Union submitted evidence that supported that they did not follow their alleged rules. The union failed to provide any information regarding the fifth movie.

Shifting Pretext for Union's Defense

In the email position statement provided to the GC regarding this issue, Ms Ford expressed the Union's concern that Bucalo had pressured Haller to request him. And, that was the basis expressed was a justifiable reason to not refer Bucalo to the Movie wicked.

However, after Haller testified, the Union's position shifted. The new pretext reason to deny referral was that Bucalo is a retiree. And, they just didn't get down the list to him. However, the request language in the contract and the request language in the Union's new hiring hall rules, do not say anything about denying referral of a requested driver if he/she is on the retiree list. This

⁷ The Wicked Movie contract was placed in the record by the GC, it contains specific language where the Union states it will comply with requests for specific drivers. There is no limitation on that language. It does not say that it will comply for unemployed drivers, or for women (as they did in Old man). In fact the language does not even limit that request to anyone on the Local 100 list at all.

⁸ The new policy was placed in the record by the GC

is a new pretext reason. Likewise in an effort to pile on, Ms Ford made some accusations about Bucalo's qualifications to drive. Bucalo is a seasoned driver with more than one million safe driving miles.

On top of that, during the movie, while Bucalo continued to text Metzger and ask to work, Metzger blatantly lied to Bucalo. On January 18th and 20th he told Bucalo we have no work available.⁹ But, on January 20th, he contacted Dan Matthews asking him to work immediately and eventually hire another driver who was not on the list, not on the active list and not on the retiree list. Metzger and Webster were Blacklisting Bucalo.

Presentation of a Case

At the start of the afternoon session on the first day, the court informed the Charging party that he had the right to present a case present evidence and cross examine witness along side the GC.

Unfortunately, this had not come up and the Charging party had not been informed by the GFC or the Court about his rights to present a case during either of the two conference calls or before the hearing. The Charging party was therefore unprepared to present evidence, he was unable to provide an opening statement or a case in chief. In addition, when the Charging party started to question the Respondent's witness (Webster) he was pulled aside by the GC and strongly advised to not speak up. He was told that he was making the Judge angry.

For future witnesses, the charging party wrote down follow-up questions during the GC examination of witnesses and provided them to the GC. But, the GC did not often ask those questions for the Charging Party.

Stipulation Agreement.

While ultimately Bucalo's retirement status may be an critical to resolving this discrimination against Bucalo, as part of the agreement for the GC to move forward with this specific charge that issue was placed in abeyance and is not part of this controversy. Bucalo was required to sign-off on a stipulation agreement that included language that the despite his objection to being placed on the retiree list, it is not the basis of this trial.

It is the charging party's position that it is the most significant issue and it is included all charges filed since May 2017. It is the charging party's position that until the arbitrary placement of Bucalo on a retiree - secondary list is reviewed and resolved, these issues of discrimination and retaliation will continue.

Bucalo was required to sign the stipulation agreement on the day of the trial by the GC. He signed that agreement with the understanding that the GC would not proceed to trial without his compliance. Bucalo was not provided an advance copy of the agreement nor was he ever part of the negotiations resulting in the stipulation agreement prior to the moments just before the start

⁹ The texts between Bucalo and Metzger which the GC placed on the record

of the hearing. This agreement had been crafted by the GC and the Respondents prior to the that day.

Bucalo Unemployed Not Retired

Also included in the hearing, just prior tot he break for lunch on the first day, the GC provided the Respondent with a number of Jenks statements, which included confidential emails between the Region's investigator and Bucalo as the Charging Party. In addition, the Jenks included several appeals Bucalo had filed as part of the appeal process of several of the ULP charges that had been filed during the previous 14 months related to Bucalo's unemployment from the Teamsters Union starting on January 1, 2017 and his request to be added to the hiring hall list for Construction and movies on December 30, 2016.¹⁰

The Charging Party was never provided copies of those Jenks statements and was not part of any discussions between the GC and the Respondent about those Jenks statements. However, based upon the Charging party's member of those emails and appeals, there are substantial arguments included in those documents that support the claims of discrimination by the Charging party.

The State of Ohio determined in January 2017 that Bucalo was in fact not a retired worker, but an unemployed worker. The Union was forced over their appeals to pay unemployment benefits to Bucalo as an unemployed worker.

Subsequent to that, and after Bucalo had challenged the Union's misspending of Union funds at the monthly membership meetings, and after Bucalo questioned why he had not been referred for the Old Man Movie Production, then Union decided to remove Bucalo from membership and retroactively placed him on retired status. This was clearly done in retaliation for Bucalo's concerted and protected Union activities.

Evidence of the State of Ohio unemployment determination and the Union's failed appeals of those determinations were provided to the GC along with those appeals.

In addition, Bucalo included in those appeals citations from the IBT Constitution stipulating the rules for maintaining membership and the rules for Good standing that allow a person to run for union office.

ART. II, SEC. 1-2 (pages 6-18)

Membership

Section 2(a). Any person shall be eligible to membership in this organization upon compliance with the requirements of this Constitution and the rulings of the General Executive Board. Each person upon becoming a member thereby pledges his honor; to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters, and the Bylaws and laws of his Local Union; to comply with all rules and regulations for the government of the International Union and his Local Union; to

¹⁰ In the emails and appeals, Bucalo outlines the violations of the IBT constitution and Local 100 By laws in detail.

faithfully perform all duties assigned to him to the best of his ability and skill; to conduct himself or herself at all times in such a manner as not to bring reproach upon the Union; to take an affirmative part in the business and activities of the Union and accept and discharge his responsibilities during any authorized strike or lockout; that he will not divulge to nonmembers the private business of the Union unless authorized to reveal the same; to never knowingly harm a fellow member; to never discriminate against a fellow worker on account of race, color, religion, sex, age, physical disability, sexual orientation, or national origin; to refrain from any conduct that would interfere with the Union's performance of its legal or contractual obligations; and at all times to bear true and faithful allegiance to the International Brotherhood of Teamsters and his Local Union.

(h). Neither the International Union, nor any Local Union or other subordinate body, shall exclude or expel from membership or otherwise discriminate against any individual, or cause or attempt to cause any employer to discriminate against any individual, because of his race, color, religion, sex, age, physical disability, national origin, or sexual orientation. Nor shall the International Union, or any Local Union or other subordinate body, limit, segregate, or classify its membership, or classify or fail or refuse to refer for employment any individual in any way which would deprive or tend to deprive any individual of employment opportunities or would limit such employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment because of such individual's race, color, religion, sex, age, physical disability, national origin, or sexual orientation.

Eligibility to Office

Section 4(a)(1). To be eligible for election to any office in a Local Union, a member must be in continuous good standing in the Local Union in which he is a member and in which he is seeking office, and actively employed at the craft within the jurisdiction of such Local Union, for a period of twenty-four (24) consecutive months prior to the month of nomination for said office, and must be eligible to hold the office if elected.

"Continuous good standing" means compliance with the provisions of Article X, Section 5, concerning the payment of dues for a period of twenty-four (24) consecutive months, together with no interruptions in active membership in the Local Union for which office is sought because of suspensions, expulsions, withdrawals, transfers, or failure to pay fines or assessments. Provided, however, that if a member on withdrawal deposits his card in the month immediately following the month for which it was effective and pays his dues for both months in a timely manner as provided in Article X, Section 5(c), such period of withdrawal shall not be considered a break in continuous good standing in the Local Union.

Failure of a Local Union to issue a withdrawal card shall not be conclusive proof that a nominee was actively employed at the craft within the jurisdiction of the Local Union during the required twenty-four (24) month period prior to his nomination if a challenge is made based on evidence to the contrary, in which event a determination shall be made on the facts presented. Periods of unemployment during the twenty-four (24)

month period preceding the nomination shall not be considered a break in active employment at the craft within the jurisdiction of the Local Union if the nominee was actively seeking and available for employment in the craft, and not working outside the craft during such periods of unemployment.

ART. XVIII, SEC. 5-6

Jurisdiction to Issue Honorable Withdrawal Card

Section 6(a). Local Unions shall have jurisdiction over the granting and acceptance of all honorable withdrawal cards and shall establish rules in their Bylaws not inconsistent with this Constitution to govern the issuance and acceptance of withdrawal cards with respect to members working within the various crafts and industries under their jurisdiction. When a member becomes unemployed in the jurisdiction of the Local Union, he shall be issued an honorable withdrawal card upon his request. If no request is made, an honorable withdrawal card must be issued six (6) months after the month in which the member first becomes unemployed, if he is still unemployed at that time. A member is not considered to be unemployed if the member is on sick leave, Family Medical Leave, or worker's compensation and retains reemployment rights with an employer party to a collective bargaining agreement. Provided, however, that the above paragraph shall not apply to seasonal employment or where a Local Union has adopted procedures requiring active membership to utilize a job referral list. In such cases, the Local Union may adopt such uniform Bylaw provisions relating to the issuance and deposit of withdrawal cards as it deems appropriate, which shall become effective when approved as required by this Constitution. The member shall continue to pay his monthly dues through the month in which the withdrawal card, if issued, is effective. (b). A withdrawal card shall be issued to any member, including a Local Union officer, who has retired, except that a member who continues to work at the craft, including employment with the International Union, or any affiliate, shall be required to retain active membership. (c). A Local Union may provide in its Bylaws that retired members who have been issued withdrawal cards may continue as honorary members with the privilege of attending meetings. In any case where a Local Union is required to give to a member an honorable withdrawal card under the terms of the International Constitution and its Bylaws, it may provide for the continuance of Local Union benefits to such inactive member under conditions which it may set forth, but such inactive member shall not be permitted to hold office or vote, and shall have only such right to participate in the meetings and the affairs of the Local Union as shall be uniformly permitted by the Local Union Executive Board. (d). There may be a maximum charge of fifty cents (50¢) to any member issued a withdrawal card, and it shall be the duty of the Secretary-Treasurer of the Local Union receiving such charge duly to record it in his ledger. (e). Refusal or failure to grant an honorable withdrawal card or issuing a withdrawal card in alleged violation of this Constitution shall be subject to appeal in accordance with the appeal procedure provided for by this Constitution, excluding, however, any appeal to the Convention.

This explains the union's motive in refusing to refer Bucalo to the Wicked movie.

The next Local 100 Union election is November 2019. Therefore, to be eligible to run for office a member must be in good standing from October 2017 - October 2019. To hold office they must be in good standing through December 2019. It is possible to be eligible to run but not eligible to hold office.

Bucalo was employed and working on Donny Brook starting on October 12, 2017. In November while he was employed on Donny Brook Bucalo utilized Article XVIII language and paid six months in advance, keeping him in good standing through the end of May 2018. The union accepted those dues, but later tried to refund them to Bucalo. Bucalo voided their check and returned it to them. His dues were paid through May. He is in good standing through May.

However, the Wicked movie ran from January 2018 - March 2018. Had Bucalo been referred for that work and worked those nine weeks, Bucalo could have paid in advance his dues through September 2018. In fact Bucalo did try to pay his June, July, August and September dues in June citing this ULP charge as reason the union should accept his dues. The Union refused to accept his dues.

However, the November-May dues are still in the Union's possession. As Bucalo had paid his union dues, he was an unemployed union worker in good standing. The Union should have moved him from the retired list to the active list. But, because of animus and fear that he can be elected in the next election, they did not.⁸

back to the time line. If Bucalo had worked on Wicked, and been able to pay forward dues through the end of September, and now working on the Point Blank movie. The Point Blank movie is scheduled to complete in September, but a Bruce Willis movie is coming into town at the conclusion of Point Blank. It is supposed to be a big budget movie that will extend into January.

Based upon those current and future films. Bucalo would be able to extend his "good Standing" through the end of July 2019. And, if there were any films by or before July, the good standing could be extended again.

Bucalo has won elections in Local 100 before. His presence and his ability to win elections creates added motive for the current officers to deny him movie referral.

Unemployment

When Bucalo was denied work on the Wicked movie, he was also denied working 9 weeks with contributions toward his unemployment benefits. In Ohio, workers must work 20 weeks in a 12 month period to be eligible for unemployment benefits. Bucalo worked 7 weeks on Donny Brook, plus 9 for Wicked, he would need only 4 weeks to be eligible for unemployment benefits.

⁸ Copies of the receipt issued by the union and the check to pay dues through May 2018 were submitted to the Region, those should be part of the Jenks documents.

As of now, Bucalo is working on his 6th week on Point Blank. Ohio unemployment benefits are \$443 per week for up to 26 weeks.

At the conclusion of Point Blank if Bucalo is not referred to the Bruce Willis movie, he will not receive unemployment benefits, because he did not work on the wicked movie.

At some point during the trial, Ms Ford tried to attack my performance on the Donnybrook movie. I did get stuck twice. Once I parked the vehicle in the grass, it was a farm, with a grass driveway. It rained very hard that day and the box truck sunk into the grass. Not really a driver error. The second time I was stuck, the battery died. We did drive the vehicle in many tight spots. But, with 21 years driving at UPS, and more than one million safe driving miles, I am as good a driver as any on this crew. Probably better than most.¹¹

As for my calling off sick one day. Under federal Motor Carrier Safety Act, a driver that believes that are not able to safely drive a vehicle due to illness is required by law to take themselves out of service. And, Mr Metzger's comment that I was the only driver he has ever had take a day off is a blatant lie. His own father was a not call no show on Donnybrook. He was the driver assigned to the construction truck and one day he just didn't come it. I helped the construction crew out by staging their truck close to their work site and walking back to the set truck to move it.

Ms Ford also makes a big deal about driving a car carrier. As Mr Metzger testifies that they bring in certain non-local drivers to drive the specialty trucks. They used a car-hauler on Old man and a Gun. They did not use a car hauler again on any of the other 5 movies from January 2017 through January 2018.

On this current movie, an outside driver brought picture cars on a car-hauler and he and his crew, not Local 100 drivers move those picture cars around. Just like specialty trucks car haul work is usually relegated to outside drivers.

Webster's testimony.

For the most part Mr. Webster claimed he couldn't remember many details or that Metzger does everything with the movies. His testimony reflects his leadership style. He is a non committal kind of leader, that can tell everyone what they want to hear.

As I mentioned before his testimony about my abilities as Secretary-Treasurer were false. And, my record stands on it's own. When I was elected the Union was nearly bankrupt, On my last day in office, we had \$1, 425,000 in liquid assets.

He also made a strange comment while the GC questioned him about the women that they placed on the Man with a Gun movie. He stated that Ms Sheryl Anderson was not retired, she is not. But, then he stated that, "she was way too young to be retired". Mr Anderson is 51. When I left

¹¹ My resume is attached to a GC document.

Union office I was 57. But, the Union claims that I am retired and there is no way they can refer me as an unemployed worker. Those 6 years must be the tough ones!

Metzger's testimony

Some of Metzger's testimony is quite unbelievable. Other parts demonstrate a lack of organization, documentation or adherence to rules that creates a clear violation of the charging party's rights in this complaint.

At one point Metzger explains that they need to follow the list exactly, with the exception of Bill Lloyd, who is also a mechanic. But, then as the GC cross examined him, he didn't follow the list on any of the movies. In fact, he didn't even have an actual list until after Bucalo had filed a series of ULP charges questioning why he had not been referred to the Old Man movie.

As the GC questioned him, he admitted that he kept the list in his head and that he knew what each driver was capable of doing. Adding that he had to follow the seniority regardless. Then the GC pointed out that on the OL Man Movie, the producer requested women drivers, so he called Webster who then referred two or three lady drivers and they were referred and hired on the spot. They were not even on the list.

He did not know their capabilities. He took the direct referral from Webster and placed them on the crew.

Then further in his examination, he told the GC that they alternated workers on the Strangers movie. When asked where in the rules that allowed for that. He said it seemed like a fair way to handle the work. So, seniority on this issue was totally undermined. And, I believe they used one retired worker, while not asking two unemployed workers to work. It appears that Metzger has favorites, who he give work and others that he takes work from.

On a couple of issues, he lacks credibility. Regarding his speaking to Webster about the request to use Bucalo as the set Dec driver. He claimed that he couldn't remember when he talked to Webster. After all the text messages and the ULP charges, he spoke to Webster and he spoke to Julie Ford before he created a way to manipulate the rules to avoid Bucalo working. His answer that he could remember when they spoke lack believability.

On the issue of campaigning for Webster. Had the GC or the Charging party known that he would say that, we could have had three witnesses to collaborate that he and Webster campaigned together on a movie work site. Three drivers have told me that they, Webster and Metzger told drivers that if Webster was not re-elected, then all the movie work would be moved to Dayton. It was a campaign lie, but it convinced some of these drivers to vote for Webster. And, Metzger was campaigning for him.

Finally, when asked if he gets paid anything for being the Transportation Captain, he said no. Now the Union does not cut him a check, but he is appointed to a position where he gets to work a week earlier than anyone else, that \$600-\$1000 per day. He gets to work a week after everyone else. He get's paid a higher hourly wage, for the current movie I believe it is \$42 per

hour. They also pay him \$200 per week to keep his pick up truck on set. And, he is paid \$40 per day meal money. And, he is paid \$120 per day in lieu of health, welfare and pension. Since 2014, when Webster appointed him Movie Captain, he has earned more than \$100,000 each year. In 2016, he earned more than \$150,000. His statement that he get's nothing from the union is laughable.

Apologies

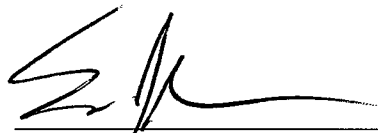
The Charging party apologies if this brief jumps around. I have been working many hours (more than 90 last week) on the current movie and I have not had the energy to do much in the way of preparing myself for this endeavor.

On top of that the transcripts were too expensive. As I have not worked in about 9 months, I have many bills and obligations that have already taken any earnings I have from this movie job. I could not Spend the \$2,200 on transcripts instead of paying the electric bill, credit cards and my house payments.

I was able to meeting briefly with the region lawyer and I read through the transcripts for about 4 hours on Sunday, September 2nd. I apologize for not citing exact transcript lines or pages, but I did not have time to better document those items.

The Charging Party has requested the transcripts and copies of the evidence under FOIA. But, copies of those documents have not arrived yet.

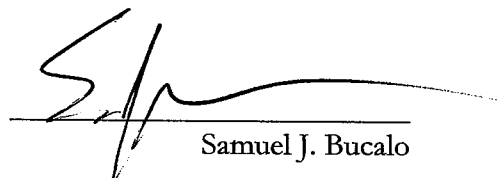
Respectfully Submitted by



Sam Bucalo
39+ year Active Teamster Member
Former Local 100 Secretary-Treasurer
Former Steward
OSHA Whistleblower

Certificate of Service

The undersigned hereby certifies that a copy of the forgoing post trial brief has been sent to both
Ms Julie Ford and Mr Kevin Luken by email on this date



Samuel J. Bucalo